REMARKS

Claims 1-29 were originally submitted.

No claims are canceled.

Claims 23-26 have been previously amended.

Claims 30-39 have been submitted in a previous response.

Claims 1-39 remain in this application.

The declaration filed 6/17/2003 under 37 CFR 1.131 has been accepted to overcome the cited reference U.S. Patent 6,219,653 to O'Neill et al.

35 U.S.C. §102

Claims 1, 3, 8, 30, and 32

Claims 1, 3, 8, 30 and 32 are rejected under 35 U.S.C. 102(e) as being anticipated by U.S. Patent 5,812,669 to Jenkins et al (Jenkins). Applicants respectfully traverse the rejection.

This invention concerns an electronic commerce system that allows potential trading partners to automatically configure a trading relationship for network-based business exchanges.

In one implementation, the system has a first computer system at a first trading partner and a second computer system at a second trading partner. The computer systems are interconnected via a network, such as the Internet.

The automated configuration process involves two phases. In a first phase, each of the trading partners enters its own configuration details which include trading partner name, mailing address, Web site address, email, network and data communication protocol(s), cryptographic capabilities, digital certificates, etc.. As an example, a user/operator at each trading partner manually enters the information

via a graphical user interface. Once the information is entered, the trading partner publishes that information to a URL (universal resource locator) at a Web site (hosted by the trading partner, or elsewhere).

In a second phase, one of the trading partners attempts to forge an electronic trading relationship with a potential trading partner. The first trading partner enters the URL for the potential trading partner's configuration details and pulls the details down from the Web site addressed by the URL. The first trading partner then automatically creates and configures the trading relationship for online exchanges with the potential trading partner. This can be done by creating a trading record and automatically populating that record using the potential trading partner's configuration details.

Independent claim 1, for example, recites

A method for establishing a trading relationship between trading partners involved in electronic commerce, the method comprising:

retrieving configuration details associated with a potential trading partner from a remote site; and

automatically configuring a trading relationship with the potential trading partner using the configuration details.

The method of claim 1 is not disclosed by Jenkins. Jenkins shows a method and system that is based on two parties that have an established trading agreement, and communicate with one another using mutually known communication protocols. Jenkins relies on specific script or code implemented on particularly configured servers of the two parties to allow the two parties to communicate and maintain the established preexisting trading agreement. Specifically, the script is

used to allow the established trading partners to modify and communicate encryption keys to one another.

The communications and information exchanged between the parties in Jenkins involves well known Electronic Data Interchange (EDI) protocols to exchange EDI based messages and documents between the two parties. Because the system in Jenkins involves an established trading agreement, and established trading protocols, there is no need to exchange configuration details which include a communication protocol. Although Jenkins describes exchanging encryption/decryption keys, such keys are exchanged through the EDI messages and documents, in particular an "authorize acknowledge" (AUTACK) message unique to EDI is used to verify origin and receipt between the two parties. Such keys are not part of the configuration details per se in establishing a trading relationship.

Claim 1 in part recites "retrieving configuration details associated with a potential trading partner from a remote site".

The Examiner states "[a]s to claim 1, Jenkins teaches ... retrieving configuration details associated with a potential trading partner from a remote site (col. 6, lines 4-42)". Applicants disagree contrary to the Office's position. Jenkins discloses that the trading partners have established a trading relationship, and fails to teach or disclose "retrieving configuration details from a *potential* trading partner". In particular, Jenkins discloses "[a]s further shown and preferred in FIG. 1 ... a two party business transaction between two parties who have entered into a trading partner agreement". Jenkins at col. 5, lines 40-42.

Jenkins requires an established trading agreement between trading partners, because it makes use of particular EDI protocols that are communicated over a

particular system. Jenkins specifically mentions that "[t]he preferred method and system of the present invention is implemented in a system which is provided under the trademark TEMPLAR owned by the assignee herein." Jenkins col. 4, lines 40-43. Fig. 1 of Jenkins illustrates sender computer 112 and recipient computer 114 implemented as TEMPLAR servers.

The TEMPLAR configured servers are used to perform Electronic Data Interchange (EDI) communications between themselves (i.e., a sender computer and a recipient computer). Each server (computer) has an associated public key and an associated private key.

Jenkins describes that various scripts be used and installed at the computers (servers) 112 and 114; the scripts are particularly used to communicate new public keys to a trading partner. See Jenkins col. 6, lines 4-65. This section of Jenkins is cited to by the Examiner as "configuration details of a potential trading partner"; however, what is actually disclosed relates to EDI documents used to create and exchange keys between established trading partners.

Configuration details comprise such information as a trading partner name, mailing address, Web site address, email, network and data communication protocol(s), cryptographic capabilities, and digital certificates. In order to perform EDI communication and exchange EDI documents, the parties in Jenkins must have established their data communication protocol (i.e., the EDI communication protocol), and have an established trading relationship.

Claim 1 further recites in part "automatically configuring a trading relationship with the potential trading partner using the configuration details".

The Examiner states that "Jenkins teaches automatically configuring a trading relationship with the potential trading partner using the configuration details (col. 5, lines 40-67)".

As discussed above, Jenkins describes EDI communication exchange between trading partners that have established trading relationship and communicate with one another using established communication protocols. It would be unnecessary and counterintuitive for the methods and system describe in Jenkins to configure a trading relationship with the potential trading partner using the configuration details, since a trading relationship and configuration details (in particular, communication protocols) have been established.

For these reasons, claim 1 is patentable over Jenkins. Applicants respectfully request that the §102 rejection of claim 1 be withdrawn.

Dependent claim 3 depends from and comprises all the elements of claim 1. As such, dependent claim 3 is allowable by virtue of its dependency on base claim 1. Applicants respectfully request that the §102 rejection of claim 3 be withdrawn.

Independent claim 8 is rejected on the same grounds as claims 1 and 3. Applicants assert the argument presented in support of claim 1, in support of claim 8. Applicants respectfully request that the §102 rejection of claim 8 be withdrawn.

Dependent claim 9 depends from and comprises all the elements of claim 8. As such, dependent claim 9 is allowable by virtue of its dependency on base claim 8. Applicants respectfully request that the §102 rejection of claim 9 be withdrawn.

Independent claim 30 is rejected on the same grounds as claim 1. Applicants assert the argument presented in support of claim 1, in support of claim

30. Applicants respectfully request that the §102 rejection of claim 30 be withdrawn.

Dependent claim 32 depends from and comprises all the elements of claim 30. As such, dependent claim 32 is allowable by virtue of its dependency on base claim 30. Applicants respectfully request that the §102 rejection of claim 32 be withdrawn.

Claims 1-11, 13-17, and 19-29

Claims 1-11, 13-17, and 19-29 are rejected under 35 U.S.C. 102(e) as being anticipated by U.S. Patent 6,490,567 to Gregory (Gregory). Applicants respectfully traverse the rejection.

The method of claim 1 is not disclosed by Gregory. Gregory shows three-party electronic commerce transactions involving a commerce server party, a merchant party, and a purchaser party. The commerce server party stores purchaser party profile data and merchant party content summaries on a commerce database.

The merchant party may edit the products it makes available to the purchaser by searching the commerce database of the commerce server. The purchaser party may browse and search for product and merchant (party) information through the commerce server, and is provided with more detailed information stored at a separate merchant content server. The purchaser selects products and a purchase order is sent to the commerce server. The commerce server initiates the settlement of accounts between the merchant and purchaser (the two parties), and initiates order fulfillment.

The methods and systems described in Gregory are constructed in order to allocate the tasks of commerce transaction functionality to the commerce server

party, and thus freeing up the merchant party from performing commerce transactions with the purchaser party. In other words, the merchant and purchaser parties never directly enter into a trading relationship, and have no need to know one another's configuration details to establish a trading relationship.

Claim 1 recites "retrieving configuration details associated with a potential trading partner from a remote site".

The Examiner states that "[a]s to claim 1, Gregory teaches ... retrieving configuration details associated with a potential trading partner from a remote site (col. 8, lines 36-52)".

Gregory describes how information is made available at the commerce server party to the purchaser; however, such information is limited to products offered by the merchant; information regarding the merchant's return policy; forms of payment accepted by the merchant; and information as to ordering products. Such information is not "configuration details associated with a potential trading partner". As discussed above, configuration details comprise such information as a trading partner name, mailing address, Web site address, email, network and data communication protocol(s), cryptographic capabilities, and digital certificates. Configurations details are not disclosed or taught by Gregory.

Claim 1 further recites in part "automatically configuring a trading relationship with the potential trading partner using the configuration details".

The Examiner states that "[a]s to Gregory teaches ... automatically configuring a trading relationship with the potential trading partner using the configuration details (col. 8, lines 53-67)".

Gregory describes purchase of a product from a website, then using a commerce server to perform transactional functions to perform the purchase. As

discussed above, Gregory does not disclose or teach configuring a trading relationship between the merchant and the purchaser, where the trading relationship provides for a network-based business exchange. Gregory specifically provides that the commerce or service provider perform the tasks of commerce transactions. See Gregory, col. 2 liens 16-27. Gregory teaches that transaction functionality is performed by a separate third party, the commerce server. A direct trading relationship is never established between the merchant party and the purchaser party. Therefore the merchant party and the purchaser party never directly enter into a trading relationship, and no need exists for "automatically configuring a trading relationship with the potential trading partner".

For these reasons, claim 1 is patentable over Gregory. Applicants respectfully request that the §.102 rejection of claim 1 be withdrawn.

Dependent claims 2 and 3 depend from and comprise all the elements of claim 1. As such, dependent claims 2 and 3 are allowable by virtue of their dependency on base claim 1. Applicants respectfully request that the §102 rejection of claim 2 and 3 be withdrawn.

Independent claim 8 is rejected on the same grounds as claim 1. Applicants assert the argument presented in support of claim 1, in support of claim 8. Applicants respectfully request that the §102 rejection of claim 8 be withdrawn.

Dependent claim 9 depends from and comprises all the elements of claim 8. As such, dependent claim 9 is allowable by virtue of its dependency on base claim 8. Applicants respectfully request that the §102 rejection of claim 9 be withdrawn.

Independent claim 10 is rejected on the same grounds as claim 1. Applicants assert the argument presented in support of claim 1, in support of claim

10. Applicants respectfully request that the §102 rejection of claim 10 be withdrawn.

Dependent claims 11, 13, and 14 depend from and comprise all the elements of claim 10. As such, dependent claims 11, 13, and 14 are allowable by virtue of their dependency on base claim 10. Applicants respectfully request that the §102 rejection of claims 11, 13, and 14 be withdrawn.

Independent claim 15 is rejected on the same grounds as claim 1. Applicants assert the argument presented in support of claim 1, in support of claim 10.

Claim 15 further recites in part "the first computer system collecting configuration details associated with the first trading partner and publish the configuration details to the Web site".

The Examiner states "Gregory teaches ... the first computer system collecting configuration details associated with the first trading partner and publish the configuration details to the Web site (col. 6, lines 37-54)".

As discussed above, Gregory describes a merchant requesting a summary of products from the commerce database of the commerce server. The product summary does not include configuration details as described above, but is limited only to the products offered by the particular merchant. Furthermore, Gregory fails to teach or disclose that the product summary is published to a Web site.

Applicants respectfully request that the §102 rejection of claim 15 be withdrawn.

Dependent claims 16, 17, and 19-21 depend from and comprise all the elements of claim 15. As such, dependent claims 16, 17, and 19-21 are allowable

by virtue of their dependency on base claim 15. Applicants respectfully request that the §102 rejection of claims 16, 17, and 19-21 be withdrawn.

Independent claim 22 is rejected on the same grounds as claim 15. Applicants assert the argument presented in support of claim 15, in support of claim 22. Applicants respectfully request that the §102 rejection of claim 22 be withdrawn.

Dependent claims 23-26 depend from and comprise all the elements of claim 22. As such, dependent claims 23-26 are allowable by virtue of their dependency on base claim 22. Applicants respectfully request that the §102 rejection of claims 23-26 be withdrawn.

Independent claim 27 is rejected on the same grounds as claim 15. Applicants assert the argument presented in support of claim 15, in support of claim 27. Applicants respectfully request that the §102 rejection of claim 27 be withdrawn.

Independent claim 28 is rejected on the same grounds as claim 15. Applicants assert the argument presented in support of claim 1, in support of claim 28. Applicants respectfully request that the §102 rejection of claim 28 be withdrawn.

Independent claim 29 is rejected on the same grounds as claim 15. Applicants assert the argument presented in support of claim 15, in support of claim 29. Applicants respectfully request that the §102 rejection of claim 29 be withdrawn.

35 U.S.C. §103

Claims 12 and 18

Claims 12 and 18 are rejected under 35 U.S.C. §103(a) as being unpatentable over Gregory in view of Official Notice. Applicants respectfully traverse the rejection.

Dependent claim 12 depends from claim 10 and incorporates the features of claim 10. As such claim 12 requires "collecting configuration details associated with the first trading partner; publishing the configuration details to a Web site; creating, at the second trading partner, a trading partner record for the first trading partner; retrieving the configuration details associated with the first trading partner from the Web site; and populating the trading partner record with the configuration details associated with the first trading partner". Claim 12 further recites "publishing the configuration details in XML format".

The Examiner states "[a]s to claim 12, Gregory teaches a method of publishing configuration details"; however, has not pointed out where in Gregory such element is described.

Claim 12 requires the element of "collecting configuration details associated with the first trading partner".

Gregory does not teach or suggest collecting configuration details associated with the first trading partner. Gregory shows a purchaser visiting a website to browse and purchase products. A purchase may be made and processed by a commerce server. However, configuration details that allow a trading relationship to be established are not collected. The trading record that the Examiner asserts is created in Gregory is a purchase report that includes purchases made by the purchaser from the merchant. Gregory, col. 11, lines 13-25. The

purchase orders in the purchase report are not configuration details that allow a trading relationship to be established between the parties. Therefore, if configuration details are not collected in the systems and methods described in Gregory, it follows that Gregory fails to teach or suggest the other elements of "publishing the configuration details to a Web site; creating, at the second trading partner, a trading partner record for the first trading partner; retrieving the configuration details associated with the first trading partner from the Web site; and populating the trading partner record with the configuration details associated with the first trading partner".

The Examiner has taken Official Notice "that it is well known in the Information Technology art to publish information to a web site using an XML format."

Applicants traverse the Examiner's assertion, in particular the use of XML format for configuration details for use in establishing a trading relationship as recited in claim 12.

"If the applicant traverses such an assertion the examiner should cite a reference in support of his or her position." MPEP 2144.03.

Applicants respectfully request that the §103 rejection of claim 12 be withdrawn.

Dependent claim 18 is rejected on the same grounds as claim 12. Applicants assert the argument presented in support of claim 18, in support of claim 12. Applicants respectfully request that the §103 rejection of claim 18 be withdrawn.

Claims 31 and 33-39

Claims 31 and 33-39 are rejected under 35 U.S.C. §103(a) as being unpatentable over Jenkins in view of Gregory. Applicants respectfully traverse the rejection.

Dependent claim 31 depends from claim 30 and incorporates the features of claim 30. As such claim 31 requires "retrieving configuration details associated with a first potential trading partner from a remote site by a second potential trading partner; retrieving configuration details associated with the second potential trading partner from a remote site by the first potential trading partner; and automatically configuring a trading relationship with the first and the second potential trading partners using the configuration details."

The Examiner presents the same arguments as to claim 30 in regards to Jenkins. Applicants assert the argument presented in support of claim 30, in support of claim 31 in regards to Jenkins. The Examiner admits that "Jenkins does not teach the use of a URL for accessing configuration details." The Examiner relies on Gregory as teaching a "method wherein retrieving configuration details comprises addressing a URL to access the configuration details of trading partners" citing Gregory col. 8, lines 26-35. The URL described in Gregory concerns a merchant content server URL that is provided when the merchant registers with the service. The merchant content server URL is placed in a table in the commerce database of the commerce server. Gregory does not suggest or teach that the merchant URL may be used to address configuration details. Configuration details to establish a trading relationship, as discussed above, are not suggested or taught by Gregory. In Gregory, functional transactions are performed

by the commerce service, and any information that may be "published" or "recorded" applies to purchased products.

Applicants respectfully request that the §103 rejection of claim 31 be withdrawn.

Independent claim 33 recites

A method for establishing a trading relationship between first and second trading partners involved in electronic commerce, the method comprising:

collecting first and second configuration details associated with the first and the second trading partners, respectively;

publishing the first and second configuration details to at least one Web site;

creating, at the second trading partner, a trading partner record for the first trading partner;

creating, at the first trading partner, a trading partner record for the second trading partner;

retrieving the configuration details associated with the first trading partner from the Web site;

retrieving the configuration details associated with the second trading partner from the Web site;

populating the trading partner record of the second trading partner with the configuration details associated with the first trading partner; and

populating the trading partner record of the first trading partner with the configuration details associated with the second trading partner.

Jenkins is cited for its teaching of "collecting first and second configuration details associated with the first and the second trading partners, respectively". However, as discussed above, Jenkins is based on an existing trading relationship that depends on parties having a predetermined EDI communication protocol. Although Jenkins describes how a user may select from several trading partners, these particular trading relationships are preexisting. The Examiner interprets "trading profiles" described in Jenkins with "configuration details"; however, configuration details as discussed above provide the ability to establish a trading relationship. The trading profiles of Jenkins are not configuration details.

Furthermore Jenkins describes displaying only trading profiles of trading partners with the user, not the trading profile of the user. Jenkins, col. 20 lines 10-48. Jenkins does not teach or suggest that trading partners of the user may be trading partners with one another. If the user is a first or second trading partner, its configuration details (trading profile) is not available for "publishing", "creating" or "populating" a trading partner record as recited by claim 33.

Gregory is cited for teaching "the use of a Web site to publish and retrieve details for a trade relationship". Gregory describes placing a URL of a merchant in a table of the commerce database in the commerce server; however, Gregory does not disclose or teach that the URL or the website that the URL addresses may be used to publish configuration details. Accordingly a combination of Jenkins and Gregory fail to teach or suggest the claimed method. Applicants respectfully request that the §103 rejection of claims 33 be withdrawn.

Dependent claims 34-38 depend from and comprise all the elements of claim 33. As such, dependent claims 34-38 are allowable by virtue of their

dependency on base claim 33. Applicants respectfully request that the §103 rejection of claims 34-38 be withdrawn.

Independent claim 39 is rejected on the same grounds as claim 33. Applicants assert the argument presented in support of claim 33, in support of claim 39. Applicants respectfully request that the §102 rejection of claim 39 be withdrawn.
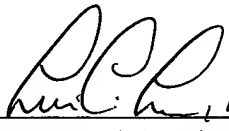
CONCLUSION

All pending **claims 1-39** are in condition for allowance. Applicant respectfully requests reconsideration and prompt issuance of the subject application. If any issues remain that prevent issuance of this application, the Examiner is urged to contact the undersigned attorney before issuing a subsequent Action.

Respectfully Submitted,

Dated: _Oct. 20, 2003_   By: _Reg. N. 34,656_

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